

# Purchasing terms and conditions

Spindelfabrik Suessen GmbH  
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Phone +49 (0) 7162 15-0

## 1. Conclusion of contract

Only orders which are placed or confirmed in writing are valid. We expect to receive the duplicate of our order bearing a seal and valid signature by way of order acknowledgment. Changes and additions included in the order acknowledgment by the supplier are only recognized if we subsequently consent thereto in writing. The fact that we accept delivery or make payments does not imply any recognition of the supplier's general terms and conditions of business. On the contrary, we regard the performance of the delivery to our order by the supplier as recognition of our purchasing terms and conditions, even if the supplier has previously expressly contradicted them or made reference to other terms and conditions in his order acknowledgment. Our purchasing terms and conditions shall also apply to all future transactions with the supplier.

## 2. Price

The price is understood to be fixed and includes all ancillary costs of whatever kind.

## 3. Passage of title

Ownership of the goods passes to us with their delivery to us or to the third party designated by us. The risk of deterioration and loss of the goods lies with the supplier until the passage of title. The supplier shall not be entitled to any further retention of title than the simple retention of title.

## 4. Delivery date

The dates stated are understood to be the dates of arrival of the goods at their destination and to be fixed dates. Deliveries before the agreed date may only be made with our consent. Deliveries arriving too early will either be refused or stored by us at the supplier's expense. If the supplier recognizes that the agreed deadlines will not be met, it shall immediately notify us thereof in text form. In the event of delayed delivery, the supplier will be liable in accordance with legal provisions. Besides the right to compensation, we are entitled to demand a contractual penalty in the amount of 0.5% of the total price of the order for each week or part thereof by which the time limit is exceeded, but not totaling more than 5%. We shall declare the reservation of the contractual penalty at the latest within 10 working days from receipt of the delayed delivery.

## 5. Transport and damage in transit

The stipulated means of transport must be used. The supplier is obliged to insure the goods until they are handed over at the place of performance or destination. Invoiced packaging on loan will not be paid for; it will be returned carriage paid. The supplier is liable for damage to goods in transit due to inadequate or unsuitable packaging, even if we undertake shipment of the goods to their destination.

## 6. Payment

Payment will not be made until the goods are received at their destination and the invoice has been presented, either within 30 days with 2% discount or within 60 days net.

## 7. Warranty

The supplier grants us full warranty of title and quality. The supplier is liable for the faultless condition and fitness of his delivery, both for ordinary applications and for that notified to the supplier, and for warranted characteristics of the goods. Unless otherwise agreed between the parties, the warranty period shall be two years and shall commence upon delivery of the goods by the supplier. Hidden defects in the goods can be notified at any time during the entire warranty period, before and/or after processing and/or resale. The supplier waives the objection of delayed notices of defects according to § 377 para. 1 and 2 German Commercial Code. We shall notify the supplier of any defects discovered immediately after their discovery.

We shall be entitled to the statutory claims for defects in full. In any case, we shall be entitled to demand that the supplier, at our discretion, either remedy the defect or deliver a new item. We expressly reserve the right to claim damages instead of performance. We shall be entitled to remedy the defect ourselves at the supplier's expense if there is imminent danger or special urgency. We may make uniform use of these claims for the order as a whole or apply each of them to a specific portion of the order.

The limitation period for the aforementioned claims shall be two years from the time we become aware of the claim, but no longer than three years from delivery to us.

If defects are detected in repaired or replaced parts, we shall be entitled to the same claims for defects as if defects were detected in the initial delivery.

If parts of the deliveries and services cannot be used in accordance with the contract due to an interruption in operation as a result of subsequent performance or as a result of the installation of replaced or repaired parts, the limitation period shall be extended by the duration of this interruption

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### 8. Indemnification in respect of warranty claims by third parties

We are entitled to pass on to the supplier all expenses we incur vis-à-vis our customers from warranties for defective or faulty goods of the supplier.

### 9. Changes in products or methods

Suppliers with whom we have a permanent business relationship are obliged to inform us in text form at an early stage if they intend to make changes or conversions of materials or supplier parts for the products or processes, or if they plan to relocate production. The same applies to changes in analytical methods regarding products purchased from us.

### 10. Product liability

The supplier shall be liable for all damages caused by him and the non-compliance with guarantees assumed in accordance with the statutory provisions, unless otherwise stipulated herein. If claims are asserted against us by third parties for damages for which the supplier's deliveries and services were the cause (e.g. on the basis of product liability or environmental liability provisions), the supplier shall indemnify us against such claims and hold us harmless.

During all the time he supplies us, the supplier maintains a product liability and employer's liability insurance which appropriately covers the risks arising from liability as well as our indemnity, and fulfils the following conditions:

local validity worldwide, incl. USA/Canada  
installation and dismantling costs included.

Evidence of insurance cover must be provided to us on request.

### 11. Assignment of claims

Claims against us may only be assigned with our written consent. Assignments within the scope of an extended reservation of title are excluded. § 354 a German Commercial Code remains unaffected.

### 12. Environmental Liabilities

Supplier must comply with the European Community Regulation REACH (EC 1907/2006), and products or parts delivered must not contain any product, material or substance prohibited by the legislations or regulations applicable in the supplier's country, the European Union and all countries in which the products or parts are marketed and used.

### 13. Intellectual property rights

The supplier will indemnify us in respect of the goods delivered or parts thereof against claims

arising from the intellectual property rights of third parties, such as patents, copyrights, trademarks and suchlike. The supplier undertakes to intervene at our request in any legal proceedings brought against us, or to conduct the action in place of us at his own expense and/or to bear the cost and compensation consequences arising from the action. The limitation period for our claims is ten years, beginning with the delivery of the goods.

### 14. Copyright and documentary material

Drawings, calculations, models, dies, moulds, samples and all other documentary material placed at the supplier's disposal remain our property. They may not be disclosed to third parties in any form without our written consent. Tools, gauges, apparatus, models, etc., which we have paid for remain our property, and must be properly stored and insured against all damage. They may neither be modified, destroyed, nor used for third parties without our written consent.

### 15. Place of performance and jurisdiction

The contract shall be governed by German substantive law to the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods). The place of performance shall be our registered office.

The parties agree that all disputes arising from or in connection with this contract shall fall within the exclusive jurisdiction of the courts at our registered office.

### 16. Supplier Code of Conduct

Supplier has to comply with the Rieter Supplier Code of Conduct at any time. The Rieter Supplier Code of Conduct can be found on the Rieter homepage [www.rieter.com](http://www.rieter.com).

### 17. Data Protection

The parties undertake to comply with the provisions of the applicable data protection legislation. Unless agreed otherwise, personal data obtained in connection with the services as set out herein, shall be exclusively used to the extent necessary for the performance of such services. For such purpose we may also transmit personal data to companies associated with us in another country. For further information on the processing of personal data by us see the privacy statement on the SUESSEN homepage [www.suessen.com](http://www.suessen.com).

Süssen, February 2023